

1 ANDREW D. HEROLD, ESQ.  
Nevada Bar No. 7378  
2 [aherold@heroldsagerlaw.com](mailto:aherold@heroldsagerlaw.com)  
3 JOSHUA A. ZLOTLOW, ESQ.  
Nevada Bar No. 11333  
4 [jzlotlow@heroldsagerlaw.com](mailto:jzlotlow@heroldsagerlaw.com)  
HEROLD & SAGER  
5 3960 Howard Hughes Parkway, Suite 500  
Las Vegas, NV 89169  
6 Tel: (702) 990-3624  
7 Fax: (702) 990-3835

8 Attorneys for Defendant  
9 LEXINGTON INSURANCE COMPANY

10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA

12 CENTEX HOMES, a Nevada general  
13 partnership,

14 Plaintiff,

15 vs.

16 ZURICH AMERICAN INSURANCE  
17 COMPANY, an Illinois corporation;  
18 EVEREST NATIONAL INSURANCE  
19 COMPANY, a Delaware corporation;  
20 UNDERWRITERS AT LLOYDS LONDON,  
a London corporation; LEXINGTON  
INSURANCE COMPANY, a Delaware  
21 corporation; ADMIRAL INSURANCE  
COMPANY, a New Jersey corporation,

22 Defendants.  
23

CASE NO. 2:16-cv-01634-APG-GWF

**STIPULATION RE BRIEFING ON  
LEXINGTON INSURANCE COMPANY'S  
MOTION TO DISMISS [FIRST  
REQUEST]**

24 Plaintiff CENTEX HOMES ("Centex") and Defendant LEXINGTON INSURANCE  
25 COMPANY ("Lexington"), hereby submit the following Stipulation Re Briefing on Lexington's  
26 Motion to Dismiss.

27 ///

28 ///

1 WHEREAS, Lexington filed a Motion to Dismiss on October 19, 2016 (ECF Nos. 11 and  
2 12) (the "Motion");

3 WHEREAS, the Motion makes various arguments as to why Centex's claims against  
4 Lexington should be dismissed relying in part on the language of the Lexington policies at issue;

5 WHEREAS, the Motion did not include copies of the Lexington policies themselves, but  
6 rather correspondence between Lexington and Centex in which the parties disputed Centex's rights  
7 and Lexington's obligations under the policies based in part of the policy language;

8 WHEREAS, Centex has requested additional policy information in order to respond to the  
9 Motion;

10 WHEREAS, Lexington is working towards obtaining certified copies of the insurance  
11 policies and intends to supplement the Motion with these certified copies;

12 WHEREAS, Lexington and Centex agree that it would be best for this Court to address the  
13 issue of the proper interpretation of the language of the Lexington policies with complete copies of  
14 the Lexington policies in the Court's records at the time it addresses the Motion;

15 NOW, THEREFORE, Centex and Lexington, by and through their respective counsel of  
16 record, hereby stipulate that Lexington shall supplement the Motion with certified copies of the  
17 insurance policies addressed therein and that Centex's opposition to the Motion shall be filed and  
18 served within 10 calendar days of the filing of Lexington's supplemental papers and Lexington's  
19 reply papers shall be filed and served within 10 calendar days thereafter.

20  
21 DATED: October 27, 2016

PAYNE & FEARS LLP

22 By: /s/ Sarah J. Odia (as authorized 10/27/16)

23 SCOTT S. THOMAS, ESQ.

24 sst@paynefears.com

SARAH J. ODIA, ESQ.

25 sjo@paynefears.com

Attorneys for Plaintiff CENTEX HOMES

26 **IT IS SO ORDERED.**

27 Dated: October 27, 2016.

28   
UNITED STATES DISTRICT JUDGE

1 DATED: October 27, 2016

HEROLD & SAGER

2 By: 

3 ANDREW D. HEROLD, ESQ.

4 [aherold@heroldsagerlaw.com](mailto:aherold@heroldsagerlaw.com)

JOSHUA A. ZLOTLOW, ESQ.

5 [jzlotlow@heroldsagerlaw.com](mailto:jzlotlow@heroldsagerlaw.com)

Attorneys For Defendant

LEXINGTON INSURANCE COMPANY

6  
7 **IT IS SO ORDERED:**

8 DATED: \_\_\_\_\_

9  
10 \_\_\_\_\_  
UNITED STATES DISTRICT JUDGE